

MELINDA HAAG (SBN 132612)  
 United States Attorney  
 JOANN M. SWANSON (SBN 88143)  
 Chief, Civil Division  
 ABRAHAM A. SIMMONS (SBN 146400)  
 Assistant United States Attorney

450 Golden Gate Avenue, 9th Floor  
 San Francisco, California 94102-3495  
 Telephone: (415) 436-7264  
 Facsimile: (415) 436-6748  
 Email: abraham.simmons@usdoj.gov

Attorneys for United States

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

DORA BAIRES, individually and on behalf )  
 of the estate of JUAN CARLOS BAIRES; )  
 and TEOFILO MIRANDA, an individual, )

Plaintiffs )

v. )

THE UNITED STATES OF AMERICA; )  
 THE DEPARTMENT OF HOMELAND )  
 SECURITY; UNITED STATES )  
 IMMIGRATION AND CUSTOMS )  
 ENFORCEMENT; THE DIVISION OF )  
 IMMIGRATION HEALTH SERVICES; )  
 THE OFFICE OF DETENTION AND )  
 REMOVAL; )  
 JOHN P. TORRES, an individual; )  
 JAMES T. HAYES, an individual; )  
 NANCY ALCANTAR, an individual; )  
 TIMOTHY AIKEN, an individual; )  
 BRIAN MYRICK, an individual; )  
 THE COUNTY OF KERN; KERN )  
 COUNTY SHERIFF'S DEPARTMENT; )  
 KERN MEDICAL CENTER; LERDO )  
 DETENTION FACILITY; DONALD )  
 YOUNGBLOOD, an individual; )  
 KHOSROW MOSTOFI, M.D., an )  
 individual; UNKNOWN ICE OFFICIALS; )  
 UNKNOWN LERDO CORRECTIONAL )  
 OFFICERS; UNKNOWN LERDO )  
 MEDICAL STAFF; UNKNOWN LERDO )  
 ADMINISTRATORS; UNKNOWN KERN )  
 MEDICAL CENTER STAFF and DOES )

1 through 100,  
 Defendants. )

No. C 09-5171 CRB

**E-FILING CASE**

**DECLARATION OF  
 NANCY ALCANTAR  
 IN SUPPORT OF  
 FEDERAL DEFENDANTS'  
 MOTIONS TO DISMISS PLAINTIFFS'  
 SECOND AMENDED COMPLAINT**

Date: March 11, 2011  
 Time: 10:00 a.m.  
 Place: Courtroom 8, 19th Fl.  
 Before: Hon. Charles R. Breyer

1 I, Nancy Alcantar, state and declare as follows:

2 1. I was the Field Office Director assigned to the Department of Homeland Security  
3 ("DHS"), Immigration and Customs Enforcement ("ICE"), Office of Enforcement and Removal  
4 Operations ("ERO"), in San Francisco, California. ERO is the component within ICE which is  
5 primarily responsible for the identification, apprehension, detention, and removal of illegal aliens  
6 from the United States.

7 2. I have over thirty-five (35) years of immigration enforcement and detention experience  
8 with ICE and its predecessor agency, the Immigration and Naturalization Service ("INS"). I was  
9 an Supervisory Detention Officer from December 1986 to March 1993. In March of 1993 I was  
10 promoted to be the Deputy Assistant District Director for Deportation. I held this position until  
11 December of 1999. I was the Assistant District Director for Deportation (SDDO) from  
12 December 1999 until March of 2003. I was a Field Office Director for the San Francisco Field  
13 Office for six years from 2003 until 2009 when I retired. I am no longer the Field Office Director,  
14 I do, however, perform the duties of a rehired "Special Assistant."

15 3. I have reviewed the Complaint filed in this action, and am familiar with the allegations  
16 therein.

17 4. The statements contained in this declaration are based upon my personal knowledge,  
18 including my review of official agency records.

19 5. ICE contracts with state and units of local government to house immigration detainees  
20 pursuant to authority delegated from the Secretary of Homeland Security. ICE also utilizes  
21 contracts which were entered into by the U.S. Marshals Service with state and units of local  
22 government to house immigration detainees pursuant to authority delegated from the Attorney  
23 General. *See* 8 U.S.C. § 1103(a)(11). These contracts with state and local detention facilities are  
24 called Intergovernmental Agreements, or IGAs.

25 6. Kern County owns and operates the Lerdo Pre-trial Detention Facility in Lerdo,  
26 California and has owned and operated it continuously since prior to my becoming a Director.

27 7. Effective June 10, 1998, ICE's predecessor organization, INS, entered into an  
28 Intergovernmental Agreement ("IGA") with Kern County to provide at Lerdo housing, security,

1 custody, subsistence, and care of immigration detainees. A true and correct copy of this IGA is  
2 attached hereto as Exhibit 1. In addition to this contract, the U.S. Marshals has a separate  
3 contract with Lerdo pursuant to which ICE may house immigration detainees. That contract is  
4 attached to the Second Amended Complaint filed in this action. Because ICE has a separate  
5 contract that remains in force, it never has been necessary for ICE to rely upon the U.S. Marshal  
6 contract.

7 8. In 2003, the Department of Homeland Security was created, and INS's immigration  
8 detention and removal operations, were transferred to ICE. *See* 6 U.S.C. § 251. Since 2003,  
9 Kern County has continued to provide at Lerdo housing, security, custody, subsistence, and care  
10 of immigration detainees for ICE under the IGA.

11 9. In exchange for Kern County's detention services, ICE compensates Kern County. Under  
12 the IGA, Kern County has retained control of the housing, security, custody, subsistence, and  
13 care of immigration detainees and the maintenance and operation of Kern detention facilities.

14 Ex. 1. The contract specifies the conditions under which ICE personnel may transport, track, and  
15 remove detainees from Lerdo. Also, Kern County is responsible for providing medical care for  
16 immigration detainees.

17 10. ICE monitors Kern County's contract performance through periodic inspections to ensure  
18 that Lerdo complies with detention standards.

19 11. When the detainees mentioned in the Second Amended Complaint (Juan Carlos Baires  
20 and Teofilo Miranda) were detained at Lerdo, ICE did not have any employees at Lerdo. ICE  
21 does not provide any detention or housing services to the detainees. They do not supervise the  
22 immigration detainees while they are in Kern County custody, and they have no day-to-day  
23 control over Kern County's operations at Lerdo.

24 12. The decision on where to place detained aliens requires San Francisco ICE ERO officials to  
25 consider many factors, such as bed space availability, contract costs, transportation, staffing, and  
26 detention facility resources. Based on these factors, San Francisco ICE ERO uses a variety of  
27 detention facilities, including Lerdo. Lerdo was in compliance with the National Detention  
28 Standards.

1 13. The IGA between ICE and Kern County contains certain minimum requirements that Lerdo  
2 must follow with respect to medical care and allows Kern to notify ICE and request removal of  
3 any detainee with an unacceptable medical condition.

4 I declare the above to be true to the best of my knowledge and belief.

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7 NANCY ALCANTAR  
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